

**EXHIBIT A**

**BILL OF SALE, ASSIGNMENT AND AGREEMENT**

**THIS BILL OF SALE, ASSIGNMENT AND AGREEMENT** (the “Agreement”) is made and entered into as of this 18th day of October, 2023, by and among (i) Amyris, Inc., a Delaware corporation, and Upland 1 LLC, a Delaware limited liability company (collectively, the “Seller”), each a debtor and debtor-in-possession in Case No. 23-11131 (TMH) (Jointly Administered) (the “Case”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) and FCIP Holdco, LLC, a Delaware limited liability company, or its assignee (collectively, the “Buyer”).

**RECITALS**

A. On September 8, 2023, the Bankruptcy Court entered that certain *Order (I) Establishing Procedures Governing the Sale or Transfer of Certain De Minimis Assets and Non-Operating Brands, and (II) Granting Related Relief* [Docket No. 205] (the “Procedures Order”). Consistent with the Procedures Order, this Agreement is subject to higher and better bids for the Property (as defined in Recital C, below).

B. Seller has previously manufactured, distributed, and sold at retail and by direct sale to consumers certain consumer products under the brand name Costa Brazil (such previous business operations, the “Previous Brand-Specific Business” and such name, the “Brand”). Seller has ceased operating the Previous Brand-Specific Business, but still owns and holds certain intellectual property assets, including: (a) trademarks, service marks, trade names, corporate names, trade dress and other indicia of source of origin, including all common law rights thereto and all goodwill associated therewith and registered or not registered, including any right to control all uses of the common law trademarks and service marks, including the first use of the common law trademarks and service marks, with respect to the nature and quality of the goods and services (each, a “Trademark”); and related brands, logos, slogans, and in each case, translation, modifications and variant thereof and any registrations and pending applications for registration thereof (including intent to use applications); (b) works of authorship, copyrights, and all applications and registrations thereof, including any artwork, including photos, in connection with, related to or that use any Trademark as well as all digital and camera-ready artwork of stylized trademarks, logos, designs and copyright in connection with, related to or that uses any Trademark; (c) domain name registrations, including LiveCostaBrazil.com internet domain name and URL; (d) the account registrations with the social media platforms listed below, to the fullest extent permissible (the “Social Media Accounts”) for which the Seller is the registrant, and the rights to use same, including passwords for and all other administrative log-on credentials related to such Social Media Accounts and all handle names and hashtags related thereto: (1) Instagram account, “@costabrazil”, at <https://www.instagram.com/costabrazil/>; (2) Facebook account, “Livecostabrazil”, at <https://www.facebook.com/liveCostaBrazil/>; and (3) Twitter, or X, account, “@LiveCostaBrazil”, available at <https://twitter.com/livecostabrazil/>; (e) trade secrets, know-how, confidential or proprietary technical, business and other information, including processes, techniques, methods, formulae, recipes, designs, product specifications, packaging layouts, algorithms, supplier information, prospect lists, customer lists, projections, analyses, market studies and similar proprietary items that are

in Seller's possession, and all rights therein and thereto; (f) inventions (whether patentable or unpatentable, and whether or not reduced to practice), invention disclosures, mask works, circuit designs and other designs, industrial design rights, discoveries, ideas, developments, data, correspondence, including e-mail correspondence, and software; (g) all other proprietary and intangible rights; and (h) all copies and tangible embodiments thereof (in whatever form or medium) (collectively, (a) through (g) of this paragraph B, the "Intellectual Property"), and certain inventory of such products bearing the Brand name.

C. Concurrently with the execution and delivery of this Agreement, Seller is selling to Buyer and Buyer is acquiring from Seller, all of Seller's right, title and interest in and to the following (collectively, the "Property"):

- i. such Intellectual Property that was: (i) prepared, developed, or modified as of May 7, 2021 and used exclusively in connection with the Previous Brand-Specific Business; (ii) all Intellectual Property acquired, transferred, or assigned on or about May 7, 2021 from Buyer, in connection with a certain Asset Purchase Agreement, together with ancillary documents (collectively, the "2021 APA"); and (iii) any other Intellectual Property that is listed and described on **Exhibit "A"** attached hereto and incorporated herein by reference (collectively, the "Purchased Intellectual Property"), including the trademarks set forth on the mutually executed Trademark Assignment, in the form attached hereto as **Exhibit "B"**;
- ii. the right to enforce the rights with respect to the Purchased Intellectual Property against past infringers and the goodwill of the Previous Brand-Specific Business;
- iii. all other intangible assets and rights sufficient and necessary to permit Buyer to conduct the business of manufacturing, developing, sourcing, marketing, distributing and selling of merchandise in the Previous Brand-Specific Business, provided this does not include contract rights, and
- iv. books and records, including any regulatory material, but in each case only to the extent the same relate exclusively to the Previous Brand-Specific Business.

D. Buyer and Seller wish to provide for the transfer of such right, title and interest in and to the Property and for other terms and conditions applicable to such transfer, all as hereinafter more particularly provided.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Transfer of Assets. Subject to the satisfaction of the conditions, and subject to the terms, disclaimers and acknowledgments, hereinafter set forth (including, without limitation, those provisions set forth in Section 4 and the condition set forth in Section 5, below), Seller hereby sells, assigns, transfers, conveys and delivers to Buyer the Property free and clear of any liens, claims, encumbrances, and other interests to the extent provided in or by virtue (in the case of deemed approval pursuant to the Procedures Order) of the Transaction Authorization (as defined in Section 5 hereof). For the avoidance of doubt,

Buyer shall not assume and shall not pay any debts, obligations, commitments or other liabilities of Seller.

2. Purchase Price; Deposit. The aggregate consideration to be provided by Buyer to Seller for the Property shall be (i) cash in an amount equal to \$350,000 (the "Purchase Price") and (ii) the waiver and release by Buyer, which releases and waivers shall be in form and content satisfactory to Seller, of the claims set forth on **Exhibit "C"** attached hereto (the "Release of Claims", and collectively with the Purchase Price, the "Purchase Consideration"). Concurrently with the execution and delivery of this Agreement, Buyer shall deposit an aggregate amount equal to \$35,000 in cash as "good faith deposit" (the "Deposit") by wire transfer of immediately available funds in the client trust account held by Pachulski Stang Ziehl & Jones LLP at City National Bank pursuant to wire instructions to be provided to Buyer, to be held in escrow. If the Closing does not occur for any reason by the Outside Date, or if this Agreement is otherwise terminated other than as a result of a breach by the Buyer, Sellers shall return the Deposit to Buyer immediately and, in any case, no later than two (2) business days after the earlier to occur of the Outside Date or such termination. For the avoidance of doubt, the Deposit shall not be considered property of the Sellers' estates under section 541 of the Bankruptcy Code and shall be held and disbursed pursuant to the terms of this Agreement. If the closing of the transactions contemplated hereby (the "Closing") shall occur, then the Deposit shall be credited against the Purchase Price. The remedy of the Sellers against Buyer with respect to any breach of this Agreement, if any, shall not exceed the funds in the Deposit.

3. Sales, Use and Other Taxes. If any amounts payable arise on account of sales, purchases, transfer, stamp, documentary stamp, use or similar taxes under the laws of the state(s) where the Property (or the applicable portion thereof) is located, or any subdivision of any such state(s), which are or will be payable by reason of the sale of the Property, as and when the actual amounts payable on account of the taxes, items and charges described in this sentence can be finally determined, Seller be responsible for directly or indirectly, bearing all such taxes, items and charges, as well as any related tax-related notice obligation.

4. Good Title; "AS IS" Transaction. Seller represents and warrants to Buyer that Seller has good title to the Property and that, subject to Buyer's timely performance of its obligations hereunder and to obtaining the Transaction Authority, Seller has the right and authority to sell, transfer, and deliver the Property to Buyer. Buyer hereby acknowledges and agrees that Seller neither makes nor has made any other representations or warranties whatsoever, express or implied, with respect to any matter relating to the Property (including, without limitation, income to be derived or expenses to be incurred in connection with the Property, the value of the Property (or any portion thereof), what liens or encumbrances may exist and whether the same are valid or enforceable against the Property (or any portion thereof), or any other matter or thing relating to the Property or any portion thereof), except as expressly set forth herein. Without in any way limiting the foregoing, Seller hereby disclaims any warranty (express or implied) to which such warranties might otherwise be applicable. Buyer hereby accepts the Property "**AS IS, "WHERE IS," and "WITH ALL FAULTS."**

5. Bankruptcy Matters. Both Buyer's and Seller's obligations under this Agreement are subject to the Bankruptcy Court's approval (or deemed approval pursuant

to the provisions of the Procedures Order) (such approval, "Transaction Authorization") on or before November 12, 2023 (the "Outside Date"). Seller shall use commercially reasonable efforts timely to obtain the Transaction Authorization; provided, however, for the avoidance of doubt, Buyer's sole and exclusive remedy in the event that the Transaction Authorization is not timely obtained shall be to terminate this Agreement upon written notice to Seller. Upon receipt of the Transaction Authorization and the payment of the Purchase Price by the Buyer thereafter, the Closing shall be deemed, automatically and without any further action from any person or entity, to have occurred as of the date of the payment of the Purchase Price. The Buyer shall be deemed to be the owner of the Property on and after the date the Closing occurs. If the Transaction Authorization is not obtained on or before the Outside Date, this Agreement shall be terminable by any party hereto upon written notice of termination to the other party hereto given prior to Transaction Authorization being obtained.

6. Miscellaneous.

6.1 Attorneys' Fees. In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

6.2 Notices. Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected (i) by personal delivery in writing, by registered or certified mail, postage prepaid, return receipt requested, or (ii) by electronic mail transmitted to the applicable email address set forth below, and notice, tender, or delivery shall be deemed communicated to the other party as of the first to occur of the date of mailing or transmission by electronic mail. Mailed notices shall be addressed as set forth below, but each party may change its address (including its electronic mail address) by written notice in accordance with this paragraph.

To Seller:	Amyris, Inc.
	5885 Hollis Street, Suite 100
	Emeryville, CA 94608
	Attn: Doris Choi, General Counsel
	Email: dchoi@amyris.com

With a copy (which shall not constitute notice) to:

Pachulski Stang Ziehl & Jones LLP  
One Sansome Street, Suite 3430  
San Francisco, CA 94104  
Attn: Debra I. Grassgreen, Jason Rosell  
and Steven Golden  
E-mail:  
dgrassgreen@pszjlaw.com;  
jrosell@pszjlaw.com; and sgolden@pszjlaw.com

To Buyer:

FCIP Holdco, LLC

[REDACTED]

[REDACTED]

Attn: Francisco Costa

Email: [REDACTED]

With a copy (which shall not constitute notice) to:

Lewis Brisbois Bisgaard & Smith LLP  
110 SE 6th Street, Suite 2600  
Fort Lauderdale, FL 33301  
Attn Michael Platner  
E-Mail: [Michael.Platner@lewisbrisbois.com](mailto:Michael.Platner@lewisbrisbois.com)

6.3 Entire Agreement. This Agreement contains the entire agreement between Buyer and Seller relating to the sale of the Property. Any oral representations or modifications concerning this Agreement or any such other document shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

6.4 Modification. This Agreement may be modified, amended or supplemented only by a written instrument duly executed by the Seller and Buyer.

6.5 Severability. Should any term, provision or paragraph of this Agreement be determined to be illegal or void or of no force and effect, the balance of the Agreement shall survive.

6.6 Captions. All captions and headings contained in this Agreement are for convenience of reference only and shall not be construed to limit or extend the terms or conditions of this Agreement.

6.7 Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

6.8 Brokerage Obligations. Other than Intrepid Investment Bankers LLP (for whose compensation, if any, Seller shall be responsible), the Seller and the Buyer each represent and warrant to the other that such party has incurred no liability to any broker or agent with respect to the payment of any commission regarding the

consummation of the transaction contemplated hereby. It is agreed that if any claims for commissions, fees or other compensation, including, without limitation, brokerage fees, finder's fees, or commissions are ever asserted against Buyer or the Seller in connection with this transaction, all such claims shall be handled and paid by the party whose actions form the basis of such claim and such party shall indemnify, defend (with counsel reasonably satisfactory to the party entitled to indemnification), protect and save and hold the other harmless from and against any and all such claims or demands asserted by any person, firm or corporation in connection with the transaction contemplated hereby.

6.9 Survival. Except for covenants set forth in this Agreement which by their terms are to be performed after the Closing (which covenants shall survive the Closing), the respective representations, warranties, covenants and agreements of Seller and Buyer herein, or in any certificates or other documents delivered prior to or at the Closing, shall automatically lapse and cease to be of any further force or effect upon the Closing. For the avoidance of any doubt, Buyer's and Seller's sole and exclusive remedy for the failure of any representation set forth in this Agreement to be true and correct shall be to terminate this Agreement upon written notice to the party who made such representation.

6.10 Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

6.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of State of Delaware, without regard to its choice of law principles.

6.12 Construction. In the interpretation and construction of this Agreement, the parties acknowledge that the terms hereof reflect extensive negotiations between the parties and that this Agreement shall not be deemed, for the purpose of construction and interpretation, drafted by either party hereto.

6.13 Counterparts. This Agreement may be signed in counterparts. The parties further agree that this Agreement may be executed by the exchange of signature pages delivered by electronic mail provided that by doing so the parties agree to provide original signatures as soon thereafter as reasonable in the event the other party requests or requires in writing that originals be delivered.

6.14 Time is of the Essence. Time is of the essence in this Agreement, and all of the terms, covenants and conditions hereof.

6.15 Further Assurances. Following the Closing, Seller and its affiliates shall undertake reasonable efforts to assist Buyer, at Buyer's sole cost and expense, in transferring the ownership and control of Seller's domain names to Buyer.

6.16 Bankruptcy Court Jurisdiction. BUYER AND SELLER AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT; AND/OR (ii) THE PROPERTY (OR ANY PORTION THEREOF), AND BUYER HEREBY

EXPRESSLY CONSENTS TO AND AGREES NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.

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*Execution Version*

**IN WITNESS WHEREOF**, the parties hereto have executed this Bill of Sale, Assignment and Agreement as of the day and year first above written.

**SELLER:**

**AMYRIS, INC.  
UPLAND 1 LLC**

DocuSigned by:  
By:   
Name: Han Kieftenbeld  
Its: Interim CEO and CFO

**BUYER:**

**FCIP Holdco, LLC**

By: \_\_\_\_\_  
Francisco Costa, Member

*Execution Version*

**IN WITNESS WHEREOF**, the parties hereto have executed this Bill of Sale, Assignment and Agreement as of the day and year first above written.

**SELLER:**

**AMYRIS, INC.  
UPLAND 1 LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**BUYER:**

**FCIP Holdco, LLC**

DocuSigned by:



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By: \_\_\_\_\_

Francisco Costa, Member

## **EXHIBIT A**

### **Certain Purchased Intellectual Property**

#### 1. Trademarks

All Trademarks included in the Trademark Assignment attached as Exhibit B to the Bill of Sale, Assignment and Agreement.

#### 2. Websites

- LiveCostaBrazil.com
- LiveCostaBrazil.co.uk
- LiveCostaBrazil.com.br

#### 3. Social Media

- **Facebook:** @LiveCostaBrazil
- **Instagram:** @CostaBrazil
- **Twitter (X):** @LiveCostaBrazil

**EXHIBIT B**

**Trademark Assignment**

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “Assignment”) is made as of this \_\_th day of October \_\_, 2023, by Amyris, Inc., a Delaware corporation and Upland 1 LLC, a Delaware limited liability company, each having an address at 5885 Hollis Street, Suite 100, Emeryville, CA 94608 (together, “Assignor”) to FCIP Holdco, LLC, having a place of business at 3 Island Ave, 11D, Miami Beach, FL 33139 (“Assignee”).

WHEREAS, Assignor has adopted, used, is using and is the sole and exclusive owner of the marks identified in Exhibit A (hereinafter referred to as the “Marks”)

WHEREAS, Assignee wishes to acquire all right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Marks along with the goodwill of the business symbolized thereby, including all rights therein provided by international conventions and treaties, as well as any and all rights derived from use of the Marks, either by itself or by licensees, as well as the right to sue for past, present and future infringement thereof.

2. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Marks, and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such act.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

AMYRIS, INC.

By: \_\_\_\_\_

Name:

Title:

Upland 1 LLC

By: \_\_\_\_\_

Name:

Title:

ASSIGNEE:

FCIP Holdco, LLC

By: \_\_\_\_\_  
Francisco Costa, Member

EXHIBIT A

Brand	Title	Country	International Class	Goods and Services	Official No.	Application No.	Application Date	Registration No.	Registration Date
Costa Brazil	COSTA BRASIL	EU	03	Makeup; fragrances and perfumery; cosmetic preparations for skin care; face and body lotions; hair care preparations; bath gel; bath foam; bath oils; bath salts; beauty soap; bath soap.	018774953	018774953	11/12/2015	018774953	2016-02-26
Costa Brazil	COSTA BRASIL	UK	03	03 - Makeup; fragrances and perfumery; cosmetic preparations for skin care; face and body lotions; hair care preparations; bath gel; bath foam; bath oils; bath salts; beauty soap; bath soap		UK00003671875	11/12/2015	UK00003671875	02/26/2016
Costa Brazil	COSTA BRASIL	UK	03	Makeup; fragrances and perfumery; cosmetic preparations for skin care; face and body lotions; hair care preparations; bath gel; bath foam; bath oils; bath salts; beauty soap; bath soap.	UK00003671875	UK00003671875	11/12/2015	UK00003671875	2016-02-26
Costa Brazil	COSTA BRAZIL	Brazil	25	Articles of clothing, namely: jeans, t-shirts, shirts, tank tops, hoodies, sweaters, jerseys, jumper dresses (pinafore), pants, sweatpants, shorts, skirts, dresses, jackets, coats, vests, underwear, socks, thermal undergarments, bodies, tights, tight knits, leggings, leg warmers, hats, caps, tiaras, bandanas; clothing accessories, namely, belts, scarves, shawls, shoulder wraps, arm warmers, fingerless gloves, gloves; shoes.	913587702	913587702	10/19/2017	913587702	2021-03-09
Costa Brazil	COSTA BRAZIL	Canada	03, 04	03 - Antiperspirants and deodorants for personal use; Aromatherapy oils; Body wash; Colognes; Cosmetic creams; Cosmetic gels; Cosmetic lotions; Cosmetic masks; Cosmetic milks; Cosmetic oils; Cosmetic pads; Cosmetic pencils; Cosmetic preparations; Cosmetic suntan lotion; Cosmetic wipes; Cosmetics, namely, cologne, cologne spray, after-shave lotion, after-shaving balms, make-up, and soaps for personal use; Essential oils for aromatherapy; Essential oils for cosmetic purposes; Essential oils for personal use; Facial scrubs; Fragranced beads for use in the home namely, air fragrance preparations, bath beads, fragranced facial moisturizer and scented sprays to be applied to linen; Fragrances for personal use; Gel for hair; Hair care preparations; Hair conditioner; Hair lotions; Hair spray; Hair styling preparations; Hand scrubs; Lip balm; Lotions for skin care; Make-up; Massage creams; Massage oils; Mousse for hair; Nail care preparations; Nail polish and nail polish remover; Non-medicated bath preparations; Non-medicated skin care preparations, creams and lotions; Non-medicated skin moisturizers, toners, cremes and serums; Non-medicated toiletry preparations; Perfumery; Perfumes, fragrances for personal use; Potpourri; Room fragrances; Shampoo; Soaps, namely, bath soaps, cosmetic soaps, shaving soaps, perfumed soaps, non-medicated beauty soap, deodorant soap, antiperspirant soap; Sun-tanning oils and lotions; Toilet water. 04 - Candles; Aromatherapy fragrance candles; Candles for lighting; Perfumed candles; Scented candles; Tallow candles; Tealight candles; Votive candles	2063805	2063805	11/12/2020		



Costa Brazil	COSTA BRAZIL	Colombia	03	Bleaching preparations and other substances for washing clothes; cleaning, polishing, degreasing and abrasive preparations; non-medicated soaps; perfumery products, essential oils, non-medicated cosmetics, non-medicated hair lotions; non-medicated dentifrices; Cosmetic products; cosmetic preparations; cosmetic lotions; cosmetic milks; cosmetic gels; cosmetic oils; cosmetic creams; cosmetic masks; cosmetic pencils; cosmetic wipes; cosmetic pads; colonies; perfumes; fragrances for personal use; soaps, namely, bath soaps, cosmetic soaps, shaving soaps, scented soaps, non-medicated beauty soaps, deodorant soap, antiperspirant soap; body scrub bath gel; facial scrubs; hand scrubs; non-medicated bath preparations; antiperspirants and deodorants for personal use; aftershave lotions and balms; skin care lotions; non-medicated skin care preparations, creams and lotions; non-medicated skin moisturizers, toners, creams and serums; massage oils; massage creams; essential oils; scented beads for use in the home, namely, scented facial moisturizers, bath beads, air freshening preparations; room fragrances; potpourri; bath pearls; nail care preparations; nail polish and nail polish remover; make-up; non-medicated toilet preparations; hair care preparations; hair styling preparations; hair lotions; hairspray; shampoo; hair conditioner; hair gel; hair mousse; lipstick; cosmetic suntan lotion; suntan oils and lotions.	709657	SD2021/0093145	10/2/2021	709657	2022-06-22
Costa Brazil	COSTA BRAZIL	EU	04, 18	04 - Candles; wicks for lighting; Industrial oil; Industrial grease; industrial wax; lubricants; Dust controlling compositions; fuels and illuminants. 18 - Cosmetic bags sold empty; Make-up bags sold empty; Vanity cases, not fitted; toiletry bags sold empty.	018784311	018784311	11/13/2020	018784311	2021-08-12

Costa Brazil	COSTA BRAZIL	EU	04, 16, 18, 20, 21, 24, 27	<p>04 - Candles; wicks for lighting; industrial oils; industrial greases; industrial wax; lubricants; dust absorbing, wetting and binding compositions; fuels and illuminants.</p> <p>16 - Personal organizers; planners [printed matter]; address books; agendas; photo a bums; calendars; stationery; desk sets comprising pencil holders, paper clip holders, paper clips, binder clips, pencil cases, erasers, pencils and pens; notepads; document portfolios; book marks; gift wrapping paper; gift boxes made of cardboard; postcards; greeting cards; tissue paper; paper shopping bags; art prints; canvas prints; lithographic works of art; works of art made of paper; paintings; reproductions of paintings; posters; stickers; adhesive tapes for stationery or household purposes; adhesive tape dispensers for household or stationery use; paper tapes; drafting rulers; drawing rulers; photographs; drawing materials; paintbrushes; instructional and teaching materials; plastic sheets for wrapping and packaging; plastic films for wrapping and packaging; plastic bags for wrapping and packaging; printers' type; printing blocks; none of aforesaid goods being menus.</p> <p>18 - Handbags; tote bags; purses; clutches [purses]; cosmetic bags sold empty; reusable shopping bags; wallets; backpacks; briefcases; attaché cases; travel bags; travelling trunks; luggage; all purpose carrying bags; umbrellas and parasols; satchels; school book bags; knapsacks; make-up cases sold empty; unfitted vanity cases; keycases; credit card holders; business card cases; briefcase-type portfolios; gym bags; beach bags; sport bags; toiletry bags sold empty; clothing for pets; leather and imitations of leather; leather boxes; animal skins and hides; fur; walking sticks; whips; harness; saddlery; collars for animals; leashes for animals.</p> <p>20 - Furniture; Mirrors (silvered glass); Pillows; Cushions; Beds; Mattresses; Identification bracelets, not of metal; Picture frames; Door stops, not of metal or rubber; works of art in mixed media composed primarily of polymers; Works of art of wood, wax, plaster or plastic; Containers, not of metal [storage, transport]; Animal bone [unworked or partly worked material]; Horn, unworked or semi-worked; Whalebone, unworked or semi-worked; Mother-of-pearl, unworked or semi-worked; Shells; Meerschaum; Yellow amber; None of the aforesaid goods for use relating to food and beverage presentation or as part of an exhibition space.</p> <p>21 - Bakeware; butlers' trays; cake pans; cake stands; canister sets; citrus squeezers; cookie cutters; cookie sheets; cookware; skillets; cooking pans; pots; cooking steamers; woks; egg poachers; garlic presses; graters for household purposes; serving tongs; spatulas; strainers; turners for kitchen use; barbecue forks; serving forks; knife blocks; whisks; graters; blenders, non-electric, for household purposes; cooking sieves; sifters [household utensils]; colanders; serving ladles; cutting boards; rolling pins; spice racks; vases; candlesticks; oven mitts; bath sponges; bottle openers; perfume bottles sold empty; pill boxes for personal use; napkin rings; toothbrushes; hairbrushes; combs; works of art of porcelain, ceramic, earthenware, terra cotta or glass; plastic place mats; vinyl</p>	018337855	018337855	11/13/2020	018337855	2021-08-12
Costa Brazil	COSTA BRAZIL	EU	09, 25	<p>09 - Sunglasses, eyeglasses, eyeglass frames, sunglass frames, eyeglass cases and sunglass cases.</p> <p>25 - Clothing, namely, jeans, t-shirts, shirts, tank tops, sweatshirts, sweaters, jerseys, jumpers, pants, sweatpants, shorts, skirts, dresses, jackets, coats, vests, underwear, socks, warm-up suits, bodysuits, leotards, tights, leggings, leg warmers, hats, caps, headbands, bandanas; clothing accessories, namely, belts, scarves, shawls, shoulder wraps, arm warmers, mittens, gloves; shoes.</p>	014791347	014791347	11/12/2015	014791347	2016-02-26

Costa Brazil	COSTA BRAZIL	Hong Kong	03, 04	<p>03 - Cosmetics; Cosmetic kits; Cosmetic preparations for skin care; Cosmetic preparations for baths; Shaving preparations; Massage oils; Perfumes; Nail care preparations; Sun-tanning preparations; Hair care preparations; Hair cosmetics; Aromatics [essential oils]; Potpourri; Air fragrancing preparations; Detergents, not for personal use; Polishing preparations; Degreasers other than for use in manufacturing processes; Bath tea bags; Non-medicated mouth washes; Waxes for leather; Incense; Grinding preparations; Rust removing preparations; Cosmetics for animals; Canned pressurized air for cleaning and dusting purposes.</p> <p>04 - Oil for the preservation of leather; industrial oil; fuel gas; coal; charcoal; tinder; candles; perfumed candles; Christmas tree candles; artistic candle; wicks for candles; wicks for candles for lighting; candles for lighting; dust removing preparations; industrial wax; wax; electrical energy.</p>	305455440	305455440	11/20/2020	305455440	2020-11-20
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Costa Brazil	COSTA BRAZIL	Japan	03, 04	<p>03 - Cosmetics produced or sold in Brazil; cosmetic oils produced or sold in Brazil; cosmetic creams produced or sold in Brazil; cosmetic masks produced or sold in Brazil; cosmetic pencils produced or sold in Brazil; cosmetics soaked in wipes produced or sold in Brazil; cologne produced or sold in Brazil; perfumes produced or sold in Brazil; toilet water produced or sold in Brazil; soaps and detergents produced or sold in Brazil; body washes produced or sold in Brazil; body scrubs produced or sold in Brazil; facial scrubs produced or sold in Brazil; hand scrubs produced or sold in Brazil; non-medicated bath preparations produced or sold in Brazil; deodorants and antiperspirants for personal use produced or sold in Brazil; after-shave lotions produced or sold in Brazil; after-shave balms produced or sold in Brazil; cosmetic skin care lotions produced or sold in Brazil; non-medicated skin care preparations produced or sold in Brazil; skin moisturizers produced or sold in Brazil; skin toners produced or sold in Brazil; non-medicated skin serums produced or sold in Brazil; massage oils produced or sold in Brazil; massage creams produced or sold in Brazil; essential oils produced or sold in Brazil; cosmetic facial moisturizers produced or sold in Brazil; air fragrancing preparations produced or sold in Brazil; room fragrances preparations produced or sold in Brazil; potpourri produced or sold in Brazil; bath beads produced or sold in Brazil; nail care preparations produced or sold in Brazil; nail polish and nail polish remover produced or sold in Brazil; make-up produced or sold in Brazil; non-medicated toiletry preparations produced or sold in Brazil; hair care preparations produced or sold in Brazil; hair styling preparations produced or sold in Brazil; hair lotions produced or sold in Brazil; hair spray produced or sold in Brazil; shampoos produced or sold in Brazil; hair conditioners produced or sold in Brazil; hair gel produced or sold in Brazil; hair mousse produced or sold in Brazil; lip balm produced or sold in Brazil; cosmetic suntan lotions produced or sold in Brazil; sun-tanning oils and lotions produced or sold in Brazil; antistatic preparations for household purposes produced or sold in Brazil; de-greasing preparations for household purposes produced or sold in Brazil; rust removing preparations produced or sold in Brazil; stain removing benzine produced or sold in Brazil; fabric softeners for laundry use produced or sold in Brazil; laundry bleach produced or sold in Brazil; breath freshening preparations produced or sold in Brazil; deodorants for animals produced or sold in Brazil; paint stripping preparations produced or sold in Brazil; shoe cream produced or sold in Brazil; shoe black [shoe polish] produced or sold in Brazil; polishing preparations produced or sold in Brazil; dentifrices produced or sold in Brazil; perfume and flavour materials produced or sold in Brazil; incense produced or sold in Brazil; abrasive paper [sandpaper] produced or sold in Brazil; abrasive cloth produced or sold in Brazil; abrasive sand produced or sold in Brazil; artificial pumice stone produced or sold in Brazil; polishing paper produced or sold in Brazil; false nails produced or sold in Brazil; false eyelashes produced or sold in Brazil.</p> <p>04 - Solid lubricants produced or sold in Brazil; grease for shoes and boots produced or sold in Brazil; leather preserving oil and grease produced or sold in Brazil; solid fuels</p>	2020-151488	2020-151488	12/8/2020	6710282	2023-06-22
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Costa Brazil	COSTA BRAZIL	Mexico	04	Candles, included in this class, namely, scent candles, perfumed candles (candles -), christmas tree decorations for lighting [candles], christmas tree decorations for lighting [candles], table candles, tea candles, candles in tins, lamps [candles], candles for use as night lamps, candles used for cake decoration, candle sets, smoke candles, tallow candles, christmas lights [candles], christmas trees ( candles for -), candles in different shapes, candles containing insect repellents, candles for night lighting, candles with essence, floating candles, fragrance candles for aromatherapy, candles and lighting wicks, votive candles, scented candles, plate warming candles; bee (wax -); oils for preserving leather; lubricating oils and fats; candle torches; garden torches; boots (fat for -) footwear; (fat for -) candles; vegetable charcoal [fuel]; wax (raw material); beeswax for use in the manufacture of candles; wax for making candles; matches for lighting; candles; fuel for lamps; light the fire (strips of paper for -); lanolin for the manufacture of cosmetics; lubricants with cleaning properties; wood [fue ]; lighting materials; wicks; lighting paper; paraffin; artificial logs for fireplace lanolin for the manufacture of cosmetics; lubricants with cleaning properties; wood [fuel]; lighting materials; wicks; lighting paper; paraffin; artificial logs for fireplace lanolin for the manufacture of cosmetics; lubricants with cleaning properties; wood [fue ]; lighting materials; wicks; lighting paper; paraffin; artificial logs for fireplace.	2204879	2461115	11/27/2020	2204879	2021-02-15
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Costa Brazil	COSTA BRAZIL	Mexico	03	Cosmetics and cosmetic products; cosmetic wipes, namely moist wipes impregnated with a cosmetic lotion; wipes impregnated with cosmetic products; wet cleaning wipes for hygienic and cosmetic use; wipes impregnated with essential oils, for cosmetic use; hand wipes of moist paper impregnated with a cosmetic lotion; facial wipes impregnated with cosmetics; wipes impregnated with cosmetic lotions for vaginal hygiene; pre-moistured cosmetic wipes; pre-moistened cosmetic wipes; non-medicinal soaps; cosmetic lotions, creams and lotions for skin care; non-medicinal moisturizers, toners, creams and beauty serums; massage creams; scented pearls for use in the home, included in this class; cosmetic preparations; lotions for cosmetic use; cosmetic creams, milk, lotions, gels for the face, body and hands; cosmetic powders; cosmetic oils; cosmetic creams; cosmetic masks; pencils for cosmetic use; pads for cosmetic use; eau de cologne; perfumes included in this class; fragrances included in this class; toilet waters; soaps for personal use; perfumed soaps; body shampoo; exfoliators for the body; facial exfoliators; scrub for the hands; non-medicinal bath preparations; deodorants and antiperspirants for personal use; balsamos for after shave; non-medical preparations for skin care; massage oils; essential oils; bath pearls; nail care products; nail polishes and nail polish removers; make-up; products to perfume the environment; air freshener preparations (perfumes); air fresheners (preparations); aromatic potpourris; non-medicinal toilet preparations; hair care preparations; hairstyling preparations; cosmetic hair lotions; non-medical lotions; hair lotions [for cosmetic use]; hair lacquers; hair conditioners; hair gels; foam for the hair; lip bals; tanning oils; cosmetic products for care of the skin; bath gels; bath foam; bath oils; bath salts for cosmetic use; air freshener preparations (perfumes); dentifrics (non-medical); oils for the body; hair oils; skin lighteners; hair lighteners; nail cleaners; lip conditioners included in this class; skin conditioners included in this class; aerosol (products in -) to fresh breath; water of perfume; straightening (preparations for the -) of the hair; cotton for cosmetic use; aloe vera (preparations of -) for cosmetic use; gel masks included in this class; makeup bases; beauty (masks of -); sun blockers; lip gloss; nail shines; facial and body shines; oral (hygiene products -) not for medical use; nail decals; footwear (creams for -); depilatory wax; hair wax; dry shampoo; shampoo for pet animals [non-medical hygienic preparations]; anti-dark circles correctors; blemish correctors [cosmetics]; correctors to conceal blemishes and skin imperfections; powdered cosmetics; cosmetics for the eyebrows; cosmetics for eyelashes; cosmetics for beauty treatments; cosmetics to treat dry skin; cotton sticks for cosmetic use; cream (non-medical) for the body; shaving cream; handcream; lip cream; creams with solar filter; self-tanning creams; creams for firming the skin; after sun creams for cosmetic use; hair detangler; make-up removers; deodorants; detergents; room perfume diffusers; pet odor eliminator; non-medicinal mouthwashes; hair rinses; toilet sponges impregnated with cosmetic lotions for make-up or make-up remover; sponges impregnated with toilet articles; cleaning foam; cosmetic foam; shaving foam; compact makeup cases; cases for lipsticks; cases for	2203678	2460903	11/27/2020	2203678	2021-02-11
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Costa Brazil	COSTA BRAZIL	Republic of Korea	03, 04	03 - Adhesive for fixing wigs, household cleaner, household bleach, air freshener varnish ,bitumen lip balm, lipstick case, massage cream, massage oil, shaving soap bath soap, beauty soap body scrub, Body wash, Antiperspirant Soap, deodorant soap, bass bead, non-medical bath products, shampoo, toiletries, laundry pool, Nail polish and nail, nail polish polish remover, skin moisturizer, skin care lotion, skin care, Essential Oil for Food Flavor, indoor air freshener, Shampoo for Pets, aftershave oil, aftershave lotion, abrasive, eau de toilette, Antiperspirant and deodorant for human body, essential oil for human body, perfume for the human body, toothpaste, Facial scrub, potpourri flavor, hand scrub, Perfume and cologne, perfume, perfume soap, hair gel, hair lotion, hair mousse, hair styling agent, hair spray, hair conditioner, hair care, makeup soap, cosmetic tanning oil, cosmetic gel, cosmetic mask, Sunmilk lotion for makeup, cosmetic serum, makeup pencil, cosmetic oil, Cosmetic creams and lotions, cosmetic cream, cosmetic toner, cosmetic pad, cosmetics. 04 - Oil for preserving leather, solid fuel, industrial oil, gas fuel, fuel for lighters, wick for lamp, grease for shoes, liquid fuel, candle, automotive lubricants, electrical energy, fireball, Lanolin for the manufacture of cosmetics.	10-1875014	40-2020-0205789	11/16/2020	10-1875014	2022-04-12
Costa Brazil	COSTA BRAZIL	Russian Federation	03, 04	03 - Bleaching preparations and other laundry detergents; preparations for cleaning, polishing, degreasing and abrasive processing; perfumery products; non-medicinal toothpastes; cosmetic products; cosmetics; cosmetic lotions; cosmetic milk; cosmetic gels; cosmetic oils; cosmetic creams; cosmetic masks; cosmetic pencils; cosmetic wipes; cosmetic disks; cologne; perfume; fragrances for personal use; toilet water; soaps, namely bath soaps, cosmetic soaps, shaving soaps, scented soaps; soaps are not medicinal; deodorizing soaps; soaps against sweating; body washes included in this class; body scrubs; facial scrubs; hand scrubs; bath products, non-medical, included in this class; deodorants and antiperspirants for personal use; lotions and balms after shaving; cosmetic lotions for skin care; preparations, creams and lotions for skin care, except for those intended for medical purposes; moisturizers, tonics, creams and serums for the skin, except for those intended for medical purposes; massage oils; massage creams, except for those intended for medical purposes; essential oils; scented balls for the home, namely scented moisturizers for the face in the form of balls, bath balls, room air fresheners; aromatic mixtures of flowers and herbs; air flavors; flavored bath balls; preparations for nail care; nail polishes and nail polish removers; makeup; toilet facilities; hair care products; hair styling tools; hair lotions; hair sprays; shampoos; hair conditioners; hair gels; hair mousses; lip balms; cosmetic tanning products; suntan oils and lotions. 04 - Oils, lubricants and industrial waxes; lubricants; formulations for absorbing, wetting and binding dust; fuels and lighting materials; wicks and candles for lighting; lighting oils; nightlights [candles]; scented candles; candles for Christmas trees; candle wicks.	2020764363	2020764363	11/13/2020		
Costa Brazil	COSTA BRAZIL	Taiwan	03	03 - Cosmetics; Cosmetic kits; Cosmetic preparations for skin care; Cosmetic preparations for baths; Shaving preparations; Massage oils; Perfumes; Hair care preparations; Hair cosmetics; Aromatics [essential oils]; Air fragrancing preparations; Bath tea bags (the above goods are from Brazil)		109082528	11/20/2020	02201817	02/16/2022

Costa Brazil	COSTA BRAZIL	Taiwan	04	04 - Candles; perfumed candles; Christmas tree candles; artistic candle; candles for lighting (the above goods are from Brazil		109082532	11/20/2020	02201969	02/16/2022
Costa Brazil	COSTA BRAZIL	Taiwan	04	Candles; Aromatic Candles; Candles for Christmas Trees; Art Candles; Lighting Waxes (all from Brazil).	02201969	109082532	11/20/2020	02201969	2022-02-16
Costa Brazil	COSTA BRAZIL	Taiwan	03	Cosmetics; Cosmetic Groups; Skin Care Products; Bath Cosmetics; Massage Oils; Perfume; Hair Care Products; Hair Cosmetics; Fragrances (Essential Oils).	02201817	109082528	11/20/2020	02201817	2022-02-16
Costa Brazil	COSTA BRAZIL	Turkey	03, 04	03 - Bleaching and cleaning agents: detergents, bleaches, fabric softeners, stain removers, dishwashing agents; Perfumery: cosmetics, fragrances for personal use (including deodorants for humans and animals, excluding pharmaceutical cosmetics); Soaps (excluding medicated soaps); Dental care products: toothpastes, tooth polishing and whitening agents, non-medical mouthwashes; Abrasive products: emery cloths, emery papers, pumice stones, abrasive pastes; Polishing and care products for leather, vinyl, metal and wood: varnishes, care creams, wax for polishing; Cosmetic materials; cosmetic preparations; cosmetic lotions; cosmetic milks; cosmetic gels; cosmetic oils; cosmetic creams; cosmetic masks; cosmetic pencils; cosmetic wipes; cosmetic pads; colognes; perfumes; fragrances for personal use; toilet water; non-medicated soaps, namely bath soaps, cosmetic soaps, shaving soaps, perfumed soaps, non-medicated beauty soaps, deodorant soap, antiperspirant soap; shower gels; body peeling; facial peeling; hand peeling; non-medicated bath preparations; antiperspirants and deodorants for personal use; aftershave lotions and balms; lotions for skin care; non-medicated skin care preparations, creams and lotions; non-medicated skin moisturizers, skin tonics, creams and serums; non-medical massage oils; non-medical massage creams; essential oils; Fragrant balls for domestic use, ie scented facial moisturizer, bath balls, fragrant preparations; room fragrances; dried flowers [for fragrance]; bath balls; nail care products; nail polish and nail polish removers; cosmetics; non-medicated toilet preparations; cosmetic hair care preparations; hair styling preparations; non-medicated hair lotions; hair sprays; non-medicated shampoos; hair care products; gels for hair; hair foam; lip balm; cosmetic suntan lotion; oils and lotions for tanning in the sun. 04 - Industrial oils, greases, cutting fluids, dust absorbing-wetting and binding agents; Solid fuels: coals, wood; Liquid and gaseous fuels: gasoline, diesel, liquefied petroleum gas, natural gas, fuel oil and their non-chemical additives; Candles, wicks, semi-finished waxes, waxes (waxes), paraffins for illumination; Electrical energy.	2020 141877	2020/141877	11/16/2020	2020 141877	2021-08-13



Costa Brazil	COSTA BRAZIL	UK	03, 04	03 - Non-medicated soaps; perfumery; essential oils; non-medicated cosmetics; non-medicated hair lotions; perfumes; eau de cologne, toilet water; reed diffusers; cosmetics; cosmetic preparations for skin care; skin care preparations; skin cream; skin toners; skin conditioners; skin moisturisers; skin conditioning creams for cosmetic purposes; skin cleansing foams; skin lotion; skin cleansers [cosmetic]; skin emollients [non-medicated]; skin foundation; skin make-up; beauty creams; beauty creams for body care; beauty lotions; beauty care cosmetics: cleansing balm; day cream; night cream; face cream; eye cream; body cream; body moisturiser; cleansing lotions; cleansing water; face masks; hydrating masks; purifying masks; face wipes; skin exfoliators; cleansing gels; cleansing creams; foaming cleanser; eye roll-ons; eye balms; skin serum; beauty serum; face serum; blemish serum; beauty balm; blemish treatment creams; blemish treatment washes; gels, foams, oils and salts for the bath and the shower; toilet soaps; massage oil; body deodorants; creams, milks, lotions, gels and powders for the face, the body and the hands; sun care preparations; make-up preparations; aftershaves; shaving foams and creams; eye make-up remover; make up removing preparations; tissues impregnated with make-up removing preparations; wipes impregnated with a skin cleanser; hair lotions; hair care products; shampoo; hair conditioners; hair styling gels and creams; dentifrices. 04 - Candles and wicks for lighting; perfumed candles; scented candles; fragranced candles; aromatherapy candles; wax candles and gel candles, wicks; wax and gel for candle-making; tealights; nightlight candles; candles in glass containers; lamp oils and fuel oils; candles in ceramic and metal containers; votive candles; beeswax for use in the manufacture of cosmetics.	UK00003640168	UK00003640168	11/18/2020	UK00003640168	2021-05-21
Costa Brazil	COSTA BRAZIL	UK	09, 25	09 - Sunglasses, eyeglasses, eyeglass frames, sunglass frames, eyeglass cases and sunglass cases. 25 - Clothing, namely, jeans, t-shirts, shirts, tank tops, sweatshirts, sweaters, jerseys, jumpers, pants, sweatpants, shorts, skirts, dresses, jackets, coats, vests, underwear, socks, warm-up suits, bodysuits, leotards, tights, leggings, leg warmers, hats, caps, headbands, bandanas; clothing accessories, namely, belts, scarves, shawls, shoulder wraps, arm warmers, mittens, gloves; shoes.	UK00914791347	UK00914791347	11/12/2015	UK00914791347	2016-02-26

Costa Brazil	COSTA BRAZIL	UK	09	Scientific, research, navigation, surveying, photographic, cinematographic, audiovisual, optical, weighing, measuring, signalling, detecting, testing, inspecting, life-saving and teaching apparatus and instruments; apparatus and instruments for recording, transmitting, reproducing or processing sound, images or data; recorded and downloadable media; blank digital or analogue recording and storage media; computers and computer peripheral devices; Downloadable publications; electronic publications; computer application software; computer software applications (downloadable); mobile application software; applications for smartphones and tablets; computer software to enable uploading, downloading, accessing, posting, displaying, tagging, blogging, streaming, linking, sharing or otherwise providing electronic media or information via computer and communication networks; computer software for the collection, editing, organising, modifying, transmission, storage and sharing of data and information; cases for smartphones; cases for tablets; covers for smartphones; covers for tablets; parts and fittings for all the aforesaid goods; all of the aforesaid goods being offered in the field of beauty, home goods, jewellery, paper goods, furniture, toys, fashion and fashion accessories.	UK00003557186	UK00003557186	11/18/2020	UK00003557186	2021-08-06
Costa Brazil	COSTA BRAZIL	United States	04	Candles; perfumed candles; scented candles; candles for night lights.	6146028	88/747962	1/6/2020	6146028	2020-09-08
Costa Brazil	COSTA BRAZIL	United States	03	Cosmetic preparations for skin care; face and body lotions.	6008112	86/824489	11/18/2015	6008112	2020-03-10
Costa Brazil	COSTA BRAZIL	United States	03	Fragrances and perfumery; cosmetic bath salts.	6901740	88/984634	1/6/2020	6901740	2022-11-15
Costa Brazil	COSTA BRAZIL	United States	03	Hair care preparations; bath gel; beauty soap; bath soap.	7043473	88/985000	1/6/2020	7043473	2023-05-02
Costa Brazil	COSTA BRAZIL	United States	03	Makeup; bath foam; bath oils.	88/747974	88/747974	1/6/2020		
Costa Brazil	COSTA BRAZIL	United States	03	Room fragrances; room fragrancing preparations.	6146029	88/747989	1/6/2020	6146029	2020-09-08
	COSTA BRAZIL	Brazil	03	Make ups; fragrances and perfumes; cosmetic preparations for skin care; face and body lotions; hair care preparations; shower gel; bath foam; bath oils; bath salts, beauty soaps; bath soaps.		913587680			

	COSTA BRAZIL	Brazil	4	Lamps [candles];Candle wicks;Candles [lighting];Christmas tree candles;Scented candles;		921354169			
	COSTA BRAZIL	Columbia	03,04	Cannot confirm via public records		SD2020/0095692			
<b>C B</b> (unregistered right)				Common law rights and any application/registration based thereon.					

**EXHIBIT C**

**Release of Claims**

## RELEASE

THIS RELEASE (“**Release**”) is made and given by Francisco Costa, in his individual capacity (“**Costa**”) and by FCIP Holdco, LLC, a Delaware limited liability company (“**FCIP**” and together with Costa, the “**Releasors**”), as of October 18, 2023, in favor of Amyris, Inc., a Delaware corporation, its successors and assigns (“**Amyris**”) and Upland 1 LLC, a Delaware limited liability company (“**Upland**” and together with Amyris, the “**Releasees**”), each a “**Party**”, together the “**Parties**”. All capitalized terms used herein and not defined shall have the meanings set forth in the Bill of Sale, Assignment and Agreement, by and among the parties, dated October 18, 2023 (the “**Agreement**”).

### **BACKGROUND:**

A. The Parties acknowledge that release of all claims contemplated hereunder, are part of the consideration of the transaction made pursuant to the Agreement, among Releasors and Releasees, and as such is a condition precedent.

B. Releasors acknowledge that the execution and delivery of this Release is a condition to the consummation of the transactions contemplated by the Agreement.

C. Releasors agree to execute and deliver this Release in accordance with the terms and conditions set forth herein.

NOW, THEREFORE intending to be legally bound, in consideration of the respective covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Releases. Effective upon the closing, Releasors, for and on behalf of Releasors, their heirs, assigns and representatives, hereby forever release, remise, waive, acquit and forever discharge Amyris and Upland and each of its directors, officers, representatives, successors and assigns and any other Person that or who may be jointly or jointly and severally liable with the Releasees or any of the foregoing, from any and all claims, complaints, demands, injuries, judgments, promises, reimbursements, remedies, sums of money, controversies, proceedings, rights of contribution or indemnity, actions, causes of action, suits, causes, obligations, contracts, liabilities, losses, costs, expenses, fees, and damages whatsoever of any character, nature and kind, at law or in equity, past or present, known or unknown, suspected or unsuspected, direct or indirect, fixed or contingent, foreseeable or unforeseeable, liquidated or unliquidated, determined or determinable, matured or unmatured, from the beginning of time against any Releasee incurred or arising contemporaneously with or prior to the closing of the Agreement or on account of or arising out of any matter, cause, thing or event incurred or occurring contemporaneously with or prior to the closing of the Agreement, and whether or not relating to claims pending on, or asserted after, the closing of the Agreement (collectively, the “**Claims**”), including, but not limited to the Specified Claims (as defined below); provided, however, that (a) nothing in this Release is intended or will be construed to release any rights arising under or in respect of any of the Agreement or Releasors’ rights and benefits thereunder, and (b) Releasors’ rights, if any, arising

hereafter under any other transaction document to which Releasors are a party (the matters referred to in said clauses (a), and (b), being referred to as the “**Excepted Claims**”).

The “**Specified Claims**” are:

- i. Any and all Claims, related to Amyris’s agreement to grant to Costa, on his employment start date, the New Hire Restricted Stock Units, with a granting-date value of \$1,000,000, pursuant to the Amyris’s Offer of Employment Letter, which Costa accepted on May 7, 2023 (the “**Offer Letter**”).
- ii. Any and all Claims related to Amyris’s covenants under the Earn Out Covenants, pursuant to the Asset Purchase Agreement among Releasor and Amyris as dated on or about May 7, 2021 (the “**2021 APA**”), and including:
  - A. Amyris’s covenant not to intentionally take any action in bad faith in the operation of the Business during the Earn Out Period, per Section 5.10(a) of the 2021 APA;
  - B. Amyris’s covenant to continue to conduct the Business, including the marketing, commercialization and sale of future products branded or marketed during the Earn Out Period, per Section 5.10(b) of the 2021 APA;
  - C. Amyris’s covenant to support the objective of reaching a minimum of a 100% annual revenue growth rate over the first 48-month period following the 2021 APA, per Section 5.10(c) of the 2021 APA; and
  - D. Amyris’s failure to pay any amounts to Costa, in cash or in equity, in connection with the Earn Outs, per Section 5.10 of the 2021 APA;
- iii. Any and all Claims relating to Amyris’s failure to pay Costa a performance-based bonus for 2022, with a target of 100% of base salary and in compliance with the applicable annual executive bonus plan adopted by Amyris, pursuant to the Offer Letter;
- iv. Any and all Claims relating to Amyris’s promise to award Costa additional grants of equity-based compensation as a “long-term incentive opportunity of \$1,000,000, pursuant to the Offer Letter; and
- v. Any and all trademark and intellectual property Claims, related to the improper use and the unpaid licensing fees in connection with (1) the Brazilian trademarks and (2) the name, image and likeness of Mr. Costa in the sale and marketing of products under the Costa Brazil brand.

2. Notwithstanding anything in this Release to the contrary, nothing herein shall operate to relieve the Releasees of any liability to Releasors for claims against Releasors (A) for any acts or conduct by Releasee constituting fraud in the event that it is determined by a court of competent jurisdiction that Releasor has committed fraud,<sup>1</sup> (B) for claims arising from the willful

malfeasance of Releasee, or (C) from claims arising from the gross negligence of Releasee (the foregoing A through C, the “**Surviving Claims**”); *provided, however*, that to the extent Releasors assert any Surviving Claim against Releasees, Releasors must timely file a proof of claim in Releasees’ chapter 11 bankruptcy cases detailing the basis for such Surviving Claims.

3. Representations and Warranties. Releasors represent and warrant that:

- (a) this Release has been duly and validly executed and delivered by Releasors;
- (b) this Release is a legal, valid and binding obligation of Releasors and is enforceable against Releasors in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors’ rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity;
- (c) there is no action, suit, proceeding, dispute, litigation, claim, complaint or investigation by or before any court, tribunal, governmental body, governmental agency or arbitrator presently pending or, to the knowledge of Releasors, threatened against Releasors or known by Releasors that would have entitled Releasors to indemnification as an officer or director of Amyris or Upland; and
- (d) Releasors have been advised by counsel in connection with this Release and are entering into this Release of their own free will so informed and advised.

4. No Assignment. Releasors represent and warrant that there has been no assignment or other transfer of any interest in any Claim.

5. Notices. All notices, requests, demands, claims or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, or, if mailed, three (3) days after mailing (one business day in the case of overnight courier service), as follows:

If to the Releasees, notices shall be addressed to:

Amyris, Inc.  
5885 Hollis Street, Suite 100  
Emeryville, CA 94608  
Attn: Doris Choi  
Email: dchoi@amyris.com

Upland 1, LLC  
5885 Hollis Street, Suite 100  
Emeryville, CA 94608  
Attn: Doris Choi  
Email: dchoi@amyris.com

and with a required copy to:

Pachulski, Stang, Ziehl & Jones LLP  
919 N. Market Street, 17th Floor  
P.O. Box 8705  
Wilmington, DE 19899-8705 (Courier 19801)  
Attn: Steven W. Golden, Esq.  
Email: [sgolden@pszilaw.com](mailto:sgolden@pszilaw.com)

If to Releasors, notices shall be addressed to:

Francisco Costa  
3 Island Ave, 11D,  
Miami Beach, FL 33139  
Email: [fcosta1100@gmail.com](mailto:fcosta1100@gmail.com)

and

FCIP Holdco LLC  
3 Island Ave, 11D,  
Miami Beach, FL 33139  
Attn: Francisco Costa  
Email: [fcosta1100@gmail.com](mailto:fcosta1100@gmail.com)

and with a required copy to:

Lewis Brisbois Bisgaard & Smith LLP  
110 S.E. 6th St., Suite 2600  
Fort Lauderdale, FL, 33301  
Attn: Michael Platner  
E-mail: [Michael.Platner@lewisbrisbois.com](mailto:Michael.Platner@lewisbrisbois.com)

6. Miscellaneous. This Release sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. This Release may be amended, modified or supplemented only by a written instrument duly executed by the Releasees and Releasors. This Release shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legatees, successors and assigns of the parties hereto. Any term or provision of this Release may be waived at any time by the party entitled to the benefit thereof only by a written instrument duly executed by such party. Unless the context of this Release clearly requires otherwise, (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to any gender include all genders, (c) “or” has the inclusive meaning frequently identified with the phrase “and/or”, (d) “including” has the inclusive meaning frequently identified with the phrase “including but not limited to,” and (e) references to “herein” or “hereunder” relate to this entire Release. The section and other headings contained in this Release are for reference purposes only and shall not control or affect the construction of this Release or the interpretation hereof in any respect. Section and subsection references are to this Release unless otherwise specified. This Release shall be construed and interpreted in accordance with the laws of the State



of Delaware without regard to provisions concerning conflict of laws that would compel the application of the substantive law of any other jurisdiction. The remedies herein provided are cumulative and not exclusive of any remedies provided by law. This Release may be executed in two or more counterparts, each of which shall be binding as of the date first written above, including any counterparts delivered by telecopy, and all of which shall constitute one and the same instrument.

7. Severability. Any provision of this Release which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. It is expressly understood, however, that the parties intend each and every provision of this Release to be valid and enforceable and hereby knowingly waive all rights to object to any provision of this Release.

8. No Admission. Each Releasor and Releasee understands and agrees that the execution of this Release shall not constitute or be construed as an admission of any liability whatsoever by any Releasee or Releasor.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, this Release has been executed by each Releasor as of the day and year set forth above.

**RELEASORS:**

By: \_\_\_\_\_  
**Francisco Costa**, in his individual  
capacity

**FCIP HOLDCO, LLC**

By: \_\_\_\_\_  
Francisco Costa, Member

**RELEASEES:**

**AMYRIS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**UPLAND 1 LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_